

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco *P.O. Box 420603*
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISION

FOR

CARPENTER

(Pile Driver)

IN

46 Northern California Counties

TENTATIVE SETTLEMENT AGREEMENT**2008 - 2012 AGC/PILE DRIVERS MASTER LABOR AGREEMENT****MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding entered into this 22nd of February, 2008, provides the terms and conditions for a new Master Labor Agreement between the Associated General Contractors of California, Inc. and the Carpenters 46 Northern California Counties Conference Board for and on behalf of its affiliate Pile Drivers Local 34, effective July 1, 2008 through June 30, 2012 and provides the following modifications to the 2004-2008 AGC/Pile Drivers Master Labor Agreement.

1. Term of Agreement

4 years - Agreement shall be effective July 1, 2008 through June 30, 2012

**2008-2012 AGC/Pile Drivers Master Labor Agreement
Memorandum of Understanding (cont.):**

12. **Article VI (Travel Expense) & Exhibit A (Transportation Expenses) – Modify as follows:**

Article VI – Subsistence Zone Travel Expense

Subsistence Zone Travel expense in the Northern California area (46 Counties) shall be allowed on the basis of average expenditure for which the employees covered by this Agreement have in the past been reimbursed in accordance with long standing custom and practice. Such reimbursement (per work day) pay shall be excluded from the wages of the employee and shall be paid to him/her weekly by separate check.

These provisions are embodied in Exhibit A – Subsistence Zone (covering Northern California forty-six (46) Counties and areas around San Francisco Bay, Stockton, Sacramento, and Eureka), attached hereto and by this reference made a part hereof.

Exhibit A – Subsistence Zone Transportation Expenses

For the purpose of simplifying the reimbursement of employees covered by this Agreement for subsistence zone travel expenses incurred, ~~in accordance with the past practice in Northern California (46 Counties)~~ and in accordance with negotiations between the Employer Contractors and the Union consummated the 22nd of February, 2008, May 1, 1951, and May 1, 1952, effective June 16, 1974, it is agreed that subsistence zone and map changes shall apply for work bid on or after July 1, 2008 as follows:

1. ~~Reimbursement for transportation expense, as referred to in this Agreement, is defined as reimbursement for bridge tolls, all automobile expenses such as gasoline, oil, grease, tires, and any other miscellaneous traveling expenses and is not a reimbursement for wages, or for time spent traveling to or from the jobsite or place of employment.~~
 - A. ~~For the purpose of reimbursement of travel expense, four centers are designated within the area covered by this Agreement. These centers are Oakland, Stockton, Sacramento and Eureka, the area surrounding each of these four centers shall be divided into two (2) zones (except in the Bay Area as indicated in the attached chart), an inner or free zone referred to as the 20 mile zone, and an outer zone referred to as "beyond the 20 mile zone."~~
 - B. ~~Men working under the scope of this Agreement employed on projects which are within the inner or "free" zone shall not be reimbursed for any transportation expenses to or from the work.~~

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**2008-2012 AGC/Pile Drivers Master Labor Agreement
Memorandum of Understanding (cont.):**

~~C. Transportation expense in the San Francisco Bay Area shall be in accordance with the zones as shown on the attached chart. The rate of reimbursement for transportation expense in these zones shall be as follows:~~

~~White Zone — Free
Blue Zone — \$8.00/day
Outer Zone — \$25.00/day~~

1. On the work performed on projects located in the outer subsistence zones, each individual Pile Driver covered by this Agreement ~~man~~ is to be paid the applicable subsistence zone rate \$25.00 per work day (show-up days included) as reimbursement for subsistence transportation expenses.

The center point of the radius for the subsistence zones shall be the Pile Drivers Local Union No. 34 office, located at 55 Hegenberger Place in Oakland, California.

As defined in the subsistence zone map, the rate of reimbursement for subsistence shall be as follows:

Effective July 1, 2008 through June 30, 2010:

<u>Zone 1 - Inner 60 Miles</u>	<u>No Subsistence</u>
<u>Zone 2 - 60 Miles to 90 Miles</u>	<u>\$30.00 per day</u>
<u>Zone 3 - 90 Miles and Over</u>	<u>\$50.00 per day</u>

Effective July 1, 2010 through June 30, 2012:

<u>Zone 1 - Inner 60 Miles</u>	<u>No Subsistence</u>
<u>Zone 2 - 60 Miles to 90 Miles</u>	<u>\$30.00 per day</u>
<u>Zone 3 - 90 Miles and Over</u>	<u>\$60.00 per day</u>

- ~~2. A. The boundaries of the respective zones in the San Francisco Bay Area are defined in the attached chart with the following explanation — where boundary lines are shown along or just outside the right of way of a road or highway the district should extend outward to include structures and projects on land on both sides of the road and within 500 feet of it (in terms of accessibility, both sides of the highway are equally accessible, which the location of the boundary line has been most easily identifiable on the map by fixing it in or just beyond the highway).~~

~~The attached chart creates and fully delineates a Northern and a Southern intermediate zone in the San Francisco Bay area. Men working within~~

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**2008-2012 AGC/Pile Drivers Master Labor Agreement
Memorandum of Understanding (cont.):**

~~these intermediate zones shall be paid \$8.00 per day as reimbursement for travel expense (Show up days included).~~

~~B. For further amplification the following interpretations of the chart are added. Within "Free" zone San Leandro Dam and Reservoir.~~

~~Cryetal Springs and San Andreas Dams and San Mateo Bridge and its road approaches shall be contained in the Blue Zone. Within the Blue Zone Dumbarton Bridge and its road approaches Port Costa (and the area between the easterly boundary of Crockett and the westerly boundary of Martinez). Additionally the Blue Zone shall include the following geographic area:~~

~~Travel North on Highway 680, turn East on Highway 84.~~

~~Travel East on Highway 84, turn North on Vasco Road (Livermore).~~

~~Travel North on Vasco Road, turn West on Highway 4 (Oakley).~~

~~Travel West on Highway 4 to Highway 160, turn north on Highway 160 to the waters edge, turn West at the waters edge to North Highway 680.~~

~~Also included is that area bordered by Highways 262, 680 and 101 in San Jose.~~

- 2.3. Permanent Yard or Shop: An Individual Employer shall not pay travel and/or subsistence to employees employed in its permanent yard or shop unless such employee is assigned to work on a job or project which is outside the permanent yard or shop and within a travel or subsistence zone. The actual subsistence zone rate shall be paid to employees working in an Individual Employers yard or shop when the employee is working on a project, which is new construction or major alteration or demolition of an existing facility.

- ~~4. Notwithstanding the provisions of Section 1 and 2 above, it is agreed that if an Individual Employer transfers members of its regular crew or requests the Union to send workers from the San Francisco Bay Area to work in the Stockton, Sacramento or Eureka area, or from the Eureka area to the Sacramento or Stockton area, the appropriate outer zone rate shall apply unless such workers live or usually work in such work area. In the latter event, reimbursement for transportation expenses shall be in accordance with Section 1 and 2.~~

~~Nothing in this Section shall supersede or otherwise affect the provisions of Section 3 above.~~

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**2008-2012 AGC/Pile Drivers Master Labor Agreement
Memorandum of Understanding (cont.):**

5. ~~On a job or project located more than 100 miles from the Labor Temple of one of the four centers (Oakland, Sacramento, Stockton or Eureka) the following shall apply:~~

~~Employees performing work covered by this Agreement whose residence is located more than 100 miles from the job or project shall be paid subsistence during the regular work week on a continuous basis from their first day on the job or project until their last working day of that week. On days the employee is paid subsistence under the provisions of this paragraph but performs no work falling under this Agreement they shall not receive showup time. This paragraph shall also apply to employees performing work covered by this Agreement on a job or project covered by this paragraph who have been transferred or dispatched by name at the request of the Contractor from one of the other centers.~~

**SECTION VI
TRAVEL EXPENSE**

Travel expense in the Northern California area (46 Counties) shall be allowed on the basis of average expenditure for which the employees covered by this Agreement have in the past been reimbursed in accordance with long standing custom and practice. Such pay shall be excluded from the wages of the employee and shall be paid to him/her weekly by separate check.

These provisions are embodied in Exhibit A (covering Northern California and areas around San Francisco Bay, Stockton, Sacramento, and Eureka), attached hereto and by this reference made a part hereof.

- c. Fringe benefits are due as specified in the Pile Driver Master Labor Agreement for Northern California for each hour worked or paid for.
- d. Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Master) provided they are paid at the highest rate at which he/she has worked for the shift.
- e. **BIDDING ON JOBS:**
It is agreed that there shall be no contract diving unless the contractor Diver meets all conditions, purposes, and intents of this Addendum and the Master Agreement. Contract Diving is defined in Article II, Coverage.

ARTICLE V
SUBSISTENCE AND TRAVEL

A. Divers and tenders while traveling outside the Bay Area shall receive travel expense equivalent to their actual traveling time at straight time wages, including the day of departure and the day of their return; plus transportation for persons and equipment to and from the job, plus reasonable room and board, or payment in lieu of room and board, by mutual agreement between the Individual Employee and the Individual Employer with written notification to the Union by the Individual Employer within five work days of the Individual Employee's employment on the job in question. For the purpose of this Section, the Bay Area is defined as that area within the outer line zone on Exhibit A of the Pile Drivers Agreement. Within the outer line, divers and tenders shall receive the same travel expenses provided for in the Pile Driving Agreement for Pile Drivers.

B. Employees living aboard floating or other offshore quarters provided by the Employer located at the work site:

BIDDING
H
J
24410
DIVERS
TRAVEL
SUBSISTENCE

5200

- [REDACTED]

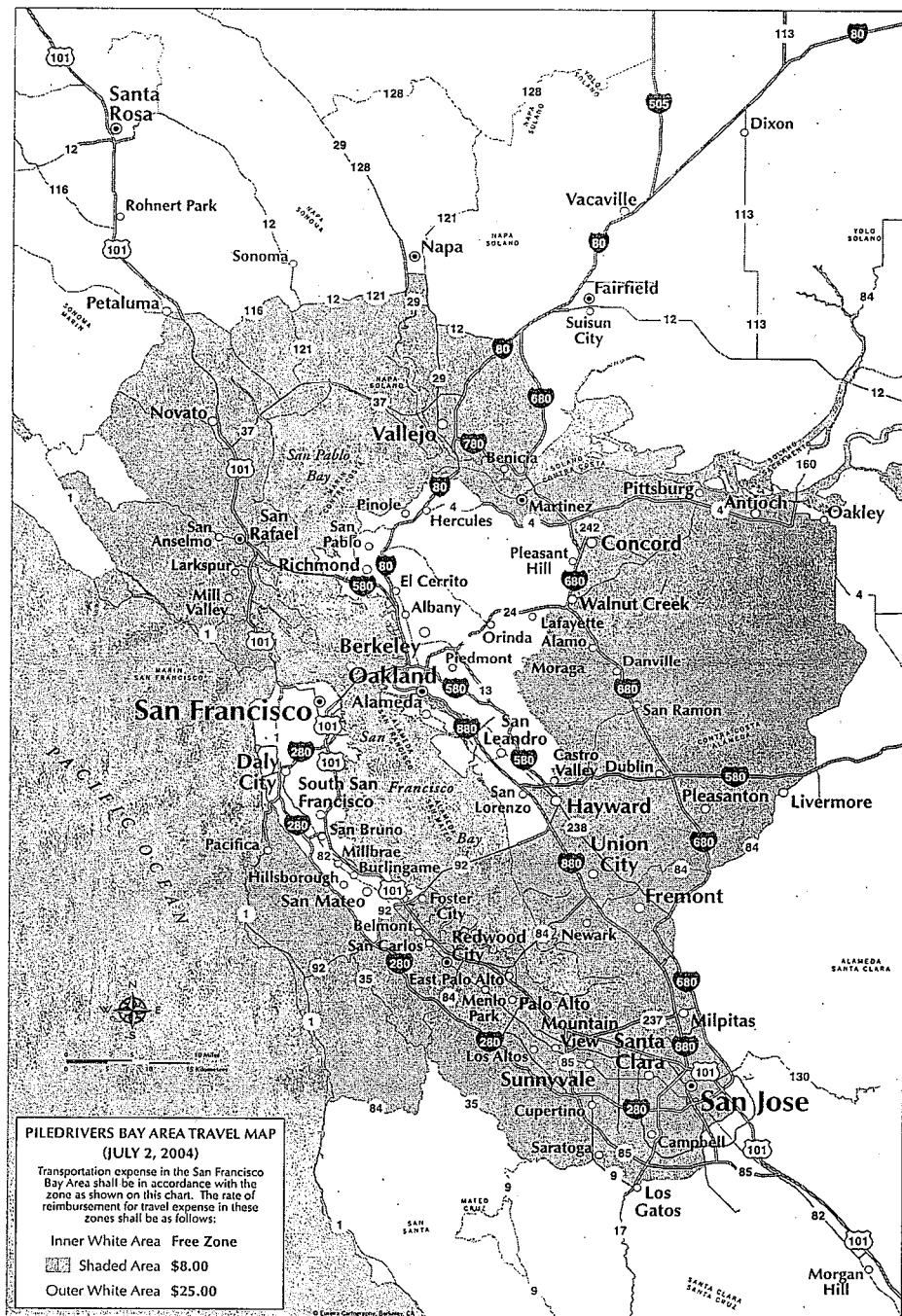
BY:

DON HINMAN, Senior Business Agent
PILE DRIVERS UNION LOCAL #34

BY:

ED KELLY, Secretary-Treasurer
PILE DRIVERS UNION LOCAL #34

EXHIBIT A



B'

TRANSPORTATION EXPENSES

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D
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For the purpose of simplifying the reimbursement of employees covered by this Agreement for travel expenses incurred, in accordance with the past practice in Northern California and in accordance with negotiations between the Contractors and the Union consummated May 1, 1951, and May 1, 1952, effective June 16, 1974, it is agreed as follows:

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1. Reimbursement for transportation expense, as referred to in this Agreement, is defined as reimbursement for bridge tolls, all automobile expenses such as gasoline, oil, grease, tires, and any other miscellaneous traveling expenses and is not a reimbursement for wages, or for time spent traveling to or from the jobsite or place of employment.

- A. For the purpose of reimbursement of travel expense, four centers are designated within the area covered by this Agreement. These centers are Oakland, Stockton, Sacramento and Eureka, the area surrounding each of these four centers shall be divided into two (2) zones (except in the Bay Area as indicated in the attached chart), an inner or free zone referred to as the 20 mile zone, and an outer zone referred to as "beyond the 20 mile zone."

- B. Men working under the scope of this Agreement employed on projects which are within the inner or "free" zone shall not be reimbursed for any transportation expenses to or from the work.

- C. Transportation expense in the San Francisco Bay Area shall be in accordance with the zones as shown on the attached chart. The rate of reimbursement for transportation expense in these zones shall be as follows:

White Zone	Free
Blue Zone	\$8.00/day
Outer Zone	\$25.00/day

On the work on projects located in the outer zone, each man is to be paid \$25.00 per work day (show-up days included) as reimbursement for transportation expenses.

2. A. The boundaries of the respective zones in the San Francisco Bay Area are defined in the attached chart with the following explanation — where boundary lines are shown along or just outside the right of way of a road or highway the district should extend outward to include structures and projects on land on both sides of the road and within 500 feet of it (in terms of accessibility, both sides of the highway are equally accessible, which the location of the boundary line has been most easily identifiable on the map by fixing it in or just beyond the highway).

The attached chart creates and fully delineates a Northern and a Southern intermediate zone in the San Francisco Bay area. Men working within these intermediate zones shall be paid \$8.00 per day as reimbursement for travel expense (Show-up days included).

- B. For further amplification the following interpretations of the chart are added, Within "Free" zone - San Leandro Dam and Reservoir.

Crystal Springs and San Andreas Dams and San Mateo Bridge and its road approaches shall be contained in the Blue Zone. Within the Blue Zone Dumbarton Bridge and its road approaches Port Costa (and the area between the easterly boundary of Crockett and the westerly boundary of Martinez). Additionally the Blue Zone shall include the following geographic area:

Travel North on Highway 680, turn East on Highway 84.
Travel East on Highway 84, turn North on Vasco Road (Livermore).
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Travel West on Highway 4 to Highway 160, turn north on Highway 160 to the waters edge, turn West at the waters edge to North Highway 680.

Also included is that area bordered by Highways 262, 680 and 101 in San Jose.

3. Permanent Yard or Shop: An Individual Employer shall not pay travel and/or subsistence to employees employed in its permanent yard or shop unless such employee is assigned to work on a job or project which is outside the permanent yard or shop and within a travel or subsistence zone. The actual zone rate shall be paid to employees working in an Individual Employers yard or shop when the employee is working on a project, which is new construction or major alteration or demolition of an existing facility.

4. Notwithstanding the provisions of Section 1 and 2 above, it is agreed that if an Individual Employer transfers members of its regular crew or requests the Union to send workers from the San Francisco Bay Area to work in the Stockton, Sacramento or Eureka area, or from the Eureka area to the Sacramento or Stockton area, the appropriate outer zone rate shall apply unless such workers live or usually work in such work area. In the latter event, reimbursement for transportation expenses shall be in accordance with Section 1 and 2.

Nothing in this Section shall supersede or otherwise affect the provisions of Section 3 above.

5. On a job or project located more than 100 miles from the Labor Temple of one of the four centers (Oakland, Sacramento, Stockton or Eureka) the following shall apply:

Employees performing work covered by this Agreement whose residence is located more than 100 miles from the job or project shall be paid subsistence during the regular work week on a continuous basis from their first day on the job or project until their last working day of that week. On days the employee is paid subsistence under the provisions of this paragraph but performs no work falling under this Agreement they shall not receive showup time. This paragraph shall also apply to employees performing work covered by this Agreement on a job or project covered by this paragraph who have been transferred or dispatched by name at the request of the Contractor from one of the other centers.